

WIN A SINGAPORE AIRLINES GOLD GRASS DOUBLE PASS

MOONLIGHT CINEMA INSTAGRAM PHOTO COMPETITION

(“Promotion”)

CONDITIONS OF ENTRY

1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- (a) Are residents of Sydney, Melbourne, Brisbane, Perth or Adelaide; and
- (b) Over 18 years of age; and
- (c) Are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion; and
- (d) Have not been discovered to have breached these Conditions of Entry or Conditions of Entry of previous contests run by the Promoter, (“Entrants”).

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

2. The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.
3. All prices stated are in Australian dollars (AUD), and represent the recommended retail price (“RRP”) and include GST. All references to times and dates are reflected as to times and dates in Sydney which may be Australia Eastern Standard Time (AEDT) or Australian Eastern Daylight Saving Time (AEDT) depending on the date. All times are stated using the 24-hour clock.

KEY DATES

4. The Promotion commences from **Sunday 1st December 2024 at 00:01 AEDT** and concludes:
 - (a) on **Tuesday, 31st December 2024 at 23:59 AEDT** (“Promotion Period”);
 - (b) Final entry submissions will be accepted until **Tuesday, 31st December at 23:59 AEDT** (“Closing Date”).
5. Entries that do not comply with these Conditions of Entry are incomplete, or submitted or received by the Promoter after the Closing Date will be declared void.
6. The Promoter’s decision on the top ten posts will be announced on **Thursday 9th January 2025** and will be put to a public vote on the Moonlight Cinema Instagram page to determine the 5 prize winners.
7. The 5 winning posts will be announced on **Friday, 10th January 2025 at 15:00 AEDT** on the Moonlight Cinema Instagram page.
8. The winners of the five (5) Prizes will be notified within 2 business days of the Promoter’s decision under paragraph 7 via Instagram message.
9. **UNCLAIMED PRIZE AWARD:** The Promoter reserves the right to appoint a replacement winner in the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming their prize by **Thursday 16th January 2025**. If a prize remains unclaimed by that date, the Promoter will announce a replacement Prize Winner at the same time & location as the original decision on **Friday 17th January 2025**. Disposal of any unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. Any replacement prize winner will be contacted by email and phone within 2 business days of the Promoter’s decision of the replacement winner.

HOW TO ENTER

10. To enter the Promotion an Entrant will be required to:
 - I. Post a photo on Instagram during the Promotion Period; and
 - II. Tag the account @moonlightcinema **and** use the hashtag #moonlightphotocomp
11. One entry per Instagram account.
12. The prizes will be awarded to the top five entries which, in the opinion of the Promoter’s judging panel and the public pole (conducted on the Moonlight Cinema Instagram page), are the most creative photo entries that perfectly represent a Moonlight cinema experience. This is a game of skill and chance plays no part in determining the winners.

ENTRY REQUIREMENTS & VERIFICATION

13. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if an Entrant:

- i. Tampered with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
- ii. Tampered with the operation of the Promotion or website or found to be using multiple aliases, household addresses or email addresses; or
- iii. Acts in a disruptive manner; or
- iv. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
- v. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- vi. Acts in violation of these Conditions of Entry.

ENTRY DETAILS

14. Entrants can only enter using one Instagram account.

15. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win a prize.

MAJOR PRIZES

16. Five (5) Major Prizes will be awarded:

Prize Details

- Singapore Airlines Gold Grass Double Pass for the remainder of the 2024/2025 Moonlight Cinema season.
- The ticket includes:
 - A one-time entrance into any Moonlight Cinema session in Australia for the prize winner and their companion.
 - A deluxe bean bed situated in premium viewing area for the sunset and the movie.
 - Exclusive menu options available at an additional charge to enhance your Singapore Airlines Gold Grass experience.
 - Waiter service straight to your seat.

The total maximum value of each prize is \$108 AUD including GST.

The total prize pool (5 x) is valued at \$540 AUD including GST.

17. Prize value is accurate as of Monday, 1st December 2024.

PRIZE CONDITIONS

18. Each prize or any unused portion of a prize, is not transferable, exchangeable or refundable and cannot be taken as cash. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use their prize as stated. No variations are permitted and each prize must be taken in its entirety. Any unused portion of a prize will be forfeited.

19. The prize does not include any food, beverages, meals, or any other personal expenses incurred during the movie, which will be the responsibility of the prize winner and their companion.

20. Each prize winner must book their seat on the Moonlight Cinema website before attending.

21. Each prize winner and their companion must arrive to their desired Moonlight Cinema at the same time.

22. A prize winner must be aged 18 or over. Where their companion is aged under 18, they must have prior parental or guardian permission.

23. Each prize is for the 2024/2025 Moonlight Cinema season however, if a prize winner cannot attend over these dates, then the prize will be valid for 12 months from the date of notification.

24. Each prize winner will be contacted by the Promoter via Instagram and asked to provide details to receive their prize.

25. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's reasonable control, the Promoter is not able to give the prize winner the advertised prize, subject to relevant state or territory regulations.

26. Where applicable, any modifications to a prize will be at the prize winner's own expense.

27. The Prize is subject to the Promoter's standard terms and conditions available on the website <https://moonlight.com.au/>.

PRIZE WINNER

28. If a winner selected is deemed not to comply with these Conditions of Entry, their entry will be declared invalid and a new winner will be judged in the Unclaimed Prize Award.
29. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all indirect, special or consequential loss or damage arising in any way out of the Promotion.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Conditions of Entry; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
31. If the Promotion does not run for its duration or is not able to be run as planned due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's reasonable control that interferes with, or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to cancel, reschedule or modify the Promotion and disqualify any individual who tampers with the entry process.
32. The Promoter does not accept responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
33. In the case of the intervention of any outside act, circumstance or event outside the Promoter's reasonable control which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or reschedule the Promotion, subject to state legislation.
34. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.
35. The Promoter reserves the right to disqualify any individual who the Promoter considers on reasonable ground to have breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

36. Prize winner details remain the property of the Promoter. Acceptance of a prize is deemed to be acceptance by each winner of these Conditions of Entry and approval to use the winner's name and photograph for publicity purposes unless specifically requested by the winner not to do so at the time of entering the Promotion.
37. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter will ask for personal information about each prize winner to award the prize, and the Entrant acknowledges that such personal information may also be disclosed to relevant third parties including to the Promoter's related bodies corporate and its agents for the specific purpose of administering the Promotion and providing the prize. If the personal information requested is not provided, the Entrant may not receive the prize. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office or in the electronic database of the Promoter. The Promoter collects, uses and handles the personal information of all Entrants in accordance with its Privacy Policy available at <https://sydney.moonlight.com.au/evt-group-privacy-policy>
38. The laws of New South Wales, Australia apply to this Promotion. Entrants submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
39. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), 478 George St, Sydney NSW 2000, telephone number (02) 9373 6600.